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7

8 **UNITED STATES DISTRICT COURT**
9
10 **EASTERN DISTRICT OF CALIFORNIA**

11 EVERETT SCOTT, individually and
12 on behalf of all others similarly
situated,

13 Plaintiff,

14 v.

15 RIVIANA FOODS, INC.,

16 Defendant.

17 Case No. 1:25-cv-00735-JLT-CDB

18 **PLAINTIFF'S FIRST AMENDED**
COMPLAINT

19 **DEMAND FOR JURY TRIAL**

INTRODUCTION

1. Plaintiff Everett Scott (“Plaintiff”) individually and on behalf of all others similarly situated brings this First Amended Class Action Complaint against Defendant Riviana Foods, Inc. (“Riviana Foods” or “Defendant”) for Defendant’s reckless, and/or intentional practice of failing to disclose the presence of arsenic and cadmium (collectively “Heavy Metals”) in its Mahatma Brown Whole Grain Rice (the “Product”).

2. This action seeks both injunctive and monetary relief on behalf of the proposed Class (as defined herein), including requiring full disclosure of all such substances on the Product's packaging and restoring monies to the members of the proposed Class, who would not have purchased the Product had they known that it contained (or was at risk of containing) the Heavy Metals and/or would not have paid a premium price for the Product had they known the Product contained Heavy Metals.

3. Plaintiff alleges the following based upon personal knowledge, as well as investigation by his counsel as to himself, and as to all other matters, upon information and belief. Plaintiff believes substantial evidentiary support exists for the allegations set forth herein, which will become available after a reasonable opportunity for discovery.

NATURE OF THE ACTION

4. Reasonable consumers expect the rice products they purchase for their individual and family consumption will not be contaminated (or has a material risk of being contaminated) with Heavy Metals, substances that are known to accumulate in the body and pose significant and dangerous health consequences.

5. Consumers lack the scientific knowledge necessary to determine whether Defendant's Product does in fact contain Heavy Metals, or to ascertain the true nature of the ingredients and quality of the Product. Accordingly, reasonable consumers must and do rely on Defendant to: (1) know what its Product contains;

1 (2) regularly test the Product to confirm its composition; and (3) properly and fully
2 disclose those contents to consumers prior to purchase. Product contents,
3 particularly contents like Heavy Metals, are material to a reasonable consumer's
4 purchasing decisions.

5 6. Defendant is involved in the manufacture, design, testing, packaging,
6 labeling, marketing, advertising, promotion, distribution, and sales of the Product
7 throughout the United States, including in this District.

8 7. Defendant fails to disclose on its packaging that the Product contains
9 (or has a material risk of containing) Heavy Metals.

10 8. No reasonable consumer would expect, suspect, or understand that the
11 Product contains or has a material risk of containing Heavy Metals.

12 9. Defendant fails to disclose to consumers that the Product contains (or
13 has a material risk of containing) Heavy Metals. Nowhere on the Product's
14 packaging is it disclosed that it contains (or has a material risk of containing) Heavy
15 Metals (hereinafter collectively referred to as "Omissions"). It was only through
16 testing conducted that the general public became aware of the Heavy Metal content
17 in Defendant's Product.

18 10. Independent testing has detected the presence of cadmium and
19 inorganic arsenic in the Product. Inorganic arsenic is significantly more toxic than
20 its organic counterpart and is known to cause lung, bladder, and skin cancer by the
21 State of California. Inorganic arsenic is also known to cause birth defects or other
22 reproductive harm.

23 11. Lab testing found that samples of the Product could contain up to 155
24 parts per billion of inorganic arsenic and 25.9 parts per billion of cadmium.¹ Indeed,
25 this same lab testing singled out Defendant's Mahatma Brown Whole Grain Rice as
26

27 1 What's in your family's rice?: Arsenic, Cadmium, and Lead in Popular Rice Brands— Plus
28 9 Safer Grains to Try (available at https://hbbf.org/sites/default/files/2025-05/Arsenic-in-Rice-Report_May2025_R5_SECURED.pdf), at p. 30.

1 one of the four brands with the highest arsenic levels, with inorganic arsenic levels
2 (the more toxic form of arsenic).² This is much higher than the average levels of
3 Heavy Metals found in Defendant's competitors. Indeed, this study found that the
4 average amount of inorganic arsenic in rice was 84.8 ppb and average amount of
5 cadmium levels were 18.8 ppb.³ Accordingly, based on Defendant's Omissions,
6 consumers are deceived into purchasing an inferior and more dangerous product than
7 its competitors.

8 12. Based on the Omissions, no reasonable consumer had any reason to
9 know, suspect, or expect that the Product contained Heavy Metals. Furthermore,
10 reasonable consumers like Plaintiff, who were purchasing the Product for
11 consumption by themselves and their families, would consider the presence (or risk)
12 of Heavy Metals to be a material fact when considering whether to purchase the
13 Product. Accordingly, Plaintiff and other reasonable consumers would not have
14 purchased the Product, purchased other brands with lower Heavy Metals levels, or
15 would have paid substantially less for it but for the Omissions.

16 13. Defendant knows its customers trust the quality of its Product and
17 would not expect the Product to contain or have a material risk of containing Heavy
18 Metals. Defendant also knows that reasonable consumers seek out and wish to
19 purchase products with ingredients free of toxins or contaminants, and that these
20 consumers will pay more for products they believe meet these standards. Defendant
21 further knows that reasonable consumers would not knowingly consume, or feed to
22 their families, products that contain Heavy Metals.

23 14. Defendant knew the consumers to whom it markets the Product would
24 find its Omissions material and that it was in a special position of public trust to
25 those consumers.

² *Id.*, at p. 17.

³ *Id.*, at p. 8, n. 9.

15. The Omissions are deceptive, misleading, unfair, and/or false because the Product contains undisclosed Heavy Metals.

16. The Omissions allowed Defendant to capitalize on, and reap enormous profits from, reasonable consumers like Plaintiff who paid a premium price for the Product that omitted material information as to the Product's true quality and value. Reasonable consumers, including Plaintiff, paid more for the Product than they would have had they known the truth about the Product, and Defendant continues to wrongfully induce consumers to purchase the Product.

17. Plaintiff brings this proposed consumer class action individually and on behalf of all other members of the Class (as defined herein), who, during the Class Period, purchased for use and not resale any of Defendant's Product.

JURISDICTION AND VENUE

18. This Court has original jurisdiction over all causes of action herein under the Class Action Fairness Act, 28 U.S.C. §1332(d)(2)(A), because the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interest and costs, and more than two-thirds of the Class reside in states other than the state in which Defendant is a citizen and in which this case is filed, and therefore any exemptions to jurisdiction under 28 U.S.C. §1332(d)(2) do not apply.

19. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts business in the state of California and contracts to supply goods within the state of California, such that it has had continuous and systematic contacts with the state of California, Defendant places its Product in the stream of commerce targeted at California, and the injury alleged herein occurred when Plaintiff purchased the Product in California.

20. Venue is proper in this Court pursuant to 28 U.S.C. §1331, because Plaintiff suffered injury as a result of Defendant's acts in this District, many of the acts and transactions giving rise to this action occurred in this District, and because Defendant conducts substantial business in this District.

PARTIES

Plaintiff Scott

21. Plaintiff Everett Scott (“Scott”) is, and at all times relevant hereto has been, a citizen of the state of California. He purchased the Product, from Walmart and Bargain Market stores in Ridgecrest, California.

22. Scott purchased this Product beginning in approximately July 2022. Scott last purchased the Product shortly before he learned of the issues with Heavy Metals in the Product in March 2025.

23. Scott believed that he was purchasing a high-quality rice product from Defendant. Prior to purchasing the Product, Scott saw and relied upon the packaging of the Product. During the time he purchased and ate the Product, and due to the Omissions by Defendant, he was unaware the Product contained (or had a material risk of containing) any level of Heavy Metals and/or other undesirable toxins or contaminants and would not have purchased the Product if that information had been fully disclosed. Scott would be willing to purchase the Product in the future if he could be certain that it did not contain (or have a material risk of containing) Heavy Metals.

Defendant Riviana Foods

24. Defendant Riviana Foods has a principal address in Houston, Texas. Defendant is involved in the production, marketing, distribution, and sale of the rice product and places the Product in the stream of commerce directed at California and the United States.

25. During the relevant time, Defendant controlled the manufacture, design, testing, packaging, labeling, marketing, advertising, promotion, distribution, and sales of its Product. Defendant therefore had control over how to label its Product as to its contents.

26. Defendant has been involved in the manufacture, design, testing, packaging, labeling, marketing, advertising, promotion, distribution, and sales of the

1 Product throughout the United States, including in this District. It has done so
2 continuously throughout the Class Period. Defendant knowingly created, allowed,
3 oversaw, and/or authorized the unlawful, fraudulent, unfair, misleading, and/or
4 deceptive packaging and related marketing for the Product that did not disclose the
5 presence of Heavy Metals. Defendant is also involved in the sourcing of ingredients,
6 manufacturing of products, and conducting of all relevant quality assurance
7 protocols, including testing of both the ingredients and finished product.

8 27. Plaintiff relied upon the material Omissions missing from the Product's
9 packaging, which was prepared, reviewed, and/or approved by Defendant and its
10 agents and disseminated by Defendant and its agents through packaging that
11 contained the Omissions. The Omissions were nondisclosed material content that a
12 reasonable consumer would consider important in purchasing the Product.

FACTUAL ALLEGATIONS

14 28. Consumers have become increasingly concerned about the effects of
15 dangerous contaminants in food products that they and their family members
16 consume. Companies, such as Defendant, have capitalized on consumers' desire for
17 safe products, and indeed consumers are willing to pay, and have paid, a premium
18 for such food products.

19 29. Consumers lack the meaningful ability to test or independently
20 ascertain or verify whether a product contains Cadmium and Arsenic, or other unsafe
21 and unhealthy substances, especially at the point of sale. Therefore, consumers must
22 and do rely on Defendant to truthfully and honestly report what its Product contains
23 on its packaging or label. Indeed, testing for toxic heavy metals requires expensive
24 and destructive scientific testing. Given the relatively low price of the Product, no
25 reasonable consumer would engage in such testing before purchasing the Product.

26 30. However, public reports and articles recently revealed that Defendant's
27 Product contains unsafe levels of Cadmium and Arsenic.⁴ Indeed, these levels of

⁴ <https://www.cnn.com/2025/05/15/health/arsenic-cadmium-rice-wellness>

1 Cadmium pose serious health risks. As Defendant noted, despite a serving of its
2 Product being only 45 grams, representing only 8.5 percent (or 170 calories) of the
3 2,000 daily calories that the FDA uses to calculate daily values on nutritional labels,
4 Defendant's Product contributes more than 25 percent of the Maximum Allowable
5 Dose Levels ("MADLs") for reproductive toxicants for cadmium and approximately
6 70 percent of the No Significant Risk Levels ("NSRLs") for inorganic arsenic.⁵
7 However, 45 grams of rice is only the equivalent of equivalent of approximately 3/4
8 cup of cooked rice. Studies show that, on average, consumers of rice eat just over a
9 cup of cooked rice per day.⁶ This means that the consumer of rice can eat the vast
10 majority of their MADLs of cadmium, and nearly all of their NSRLs for inorganic
11 arsenic from consuming an average daily amount of Defendant's Product (which
12 only represents the amount of food eaten as a side dish for a meal). Despite these
13 risks, Defendant failed to include any disclosures regarding Cadmium and Arsenic
14 levels on its Product.

15 31. Defendant knew and could not have been unaware of the Cadmium and
16 Arsenic in the Product. By law, Defendant has a responsibility to implement
17 controls to significantly minimize or prevent exposure to toxic heavy metals in the
18 Product. Defendant manufactures and sources the ingredients contained within the
19 Product.⁷ Defendant tests the Product for quality control purposes, including the
20 levels of toxic heavy metal such as Cadmium and Arsenic contained therein.
21 Additionally, Defendant receives Certificates of Analysis, and other certifications,
22 from the suppliers of the ingredients used to create the Product. These documents
23 will also disclose the levels of chemicals and toxic heavy metals, such as Cadmium
24 and Arsenic, contained in each constituent ingredient. These documents and its own
25

26 ⁵ ECF No. 6-1 at p. 19.
27 ⁶ [https://www.usarice.com/docs/default-source/arsenicfacts.com/jada-rice-consumption-](https://www.usarice.com/docs/default-source/arsenicfacts.com/jada-rice-consumption-article-9-28-09.pdf)
28 article-9-28-09.pdf, at p. 1722.

7 ⁷ For example, Defendant has an obligation to control and test for known or reasonably
foreseeable hazards, such as natural toxins. See 21 C.F.R. §§ 117.130-35.

1 testing alert Defendant to the presence of any toxic heavy metals, such as Cadmium
2 and Arsenic, in the Product. Accordingly, Defendant has exclusive knowledge of
3 the Cadmium and Arsenic levels in the Product, and Plaintiff and the Class could
4 not have known about this risk.

5 32. Consumers reasonably rely on the marketing and information on
6 Defendant's labels in making purchasing decisions. By marketing the Product as
7 containing Rice, and not disclosing the presence of Cadmium and Arsenic,
8 Defendant misleads reasonable consumers.

9 33. Despite Defendant's knowledge of Cadmium and Arsenic in the
10 Product, Defendant failed to provide any warning on the place that every consumer
11 looks when purchasing a product—the packaging or labels—that the Product
12 contains Cadmium and Arsenic.

13 34. Defendant's concealment was material because people are concerned
14 with what is in the food that they are putting into their bodies, as well as parents and
15 caregivers being concerned with what they are feeding to the children in their care.
16 Consumers such as Plaintiff and the Class Members are influenced by the ingredients
17 listed, as well as any warnings (or lack thereof) on the food packaging they buy.
18 Defendant knows that if it had not omitted that the Product contained unsafe levels
19 of Cadmium and Arsenic and that the Product was not safe or healthy for
20 consumption then Plaintiff and the Class would not have paid a premium for the
21 Product (or purchased it at all).

22 35. Plaintiff and the Class Members reasonably relied to their detriment on
23 Defendant's misleading Omissions.

24 36. Defendant's false, misleading, and deceptive Omissions are likely to
25 continue to deceive and mislead reasonable consumers and the general public, as
26 they have already deceived and misled Plaintiff and the Class Members.

27 37. In making the false, misleading, and deceptive Omissions described
28 herein, Defendant knew and intended that consumers would pay a premium for the

1 Product. Had Defendant not made the false, misleading, and deceptive Omissions,
2 Plaintiff and the Class Members would not have been willing to pay the same amount
3 for the Product they purchased and, consequently, Plaintiff and the Class Members
4 would not have been willing to purchase the Product.

5 38. Plaintiff and the Class Members all paid money for the Product;
6 however, Plaintiff and the Class Members did not obtain the full value of the
7 advertised Product due to Defendant's Omissions. Plaintiff and the Class Members
8 purchased, purchased more of, and/or paid more for the Product than they would
9 have had they known the truth about the Product. Consequently, Plaintiff and the
10 Class Members have suffered injury in fact and lost money because of Defendant's
11 wrongful conduct.

12 **I. Defendant Omits Any Mention of Heavy Metals on Its Packaging**

13 39. Defendant manufactures, designs, tests, packages, labels, markets,
14 advertises, promotes, distributes, and sells its Product throughout the United States,
15 including in California.

16 40. Defendant's Product is available at numerous retail and online outlets
17 throughout the United States, including California.

18 41. Defendant intentionally omitted the presence or material risk of Heavy
19 Metals in the Product in order to induce and mislead reasonable consumers to
20 purchase the Product and pay a price premium for it.

21 42. As a result of the material Omissions, a reasonable consumer would
22 have no reason to suspect the presence of or material risk of Heavy Metals in the
23 Product without conducting his or his own scientific tests (which are time consuming
24 and expensive) or reviewing third-party scientific testing of the Product.

25 43. Information regarding the true nature and/or presence of Heavy Metals
26 in the Product was and is in the exclusive possession of Defendant and not available
27 to consumers. Defendant chose not to disclose such material information to
28 consumers and thus concealed the presence and risk of Heavy Metals in the Product

1 from Plaintiff and Class members. Indeed, as a food product, which is to be
2 consumed, consumers expect that the Product will be safe and pure. Failure to
3 provide safe and pure food is not only a violation of federal and state law, but goes
4 to the central function of a food product.

5 **II. Due to the Presence and/or Material Risk of the Presence of Heavy
6 Metals in the Product, the Omissions are Misleading**

7 **A. Heavy Metals**

8 44. Arsenic and cadmium are heavy metals whose harmful effects are well-
9 documented, particularly in children. Exposure to heavy metals puts children at risk
10 for lowered IQ, behavioral problems (such as attention deficit hyperactivity
disorder), type 2 diabetes, and cancer, among other health issues. Heavy metals also
11 pose health risks to adults. Even modest amounts of heavy metals can increase the
12 risk of cancer, cognitive and reproductive problems, and other adverse conditions.
13 These facts underscore the importance of limiting heavy metal exposure and
14 consumption.

15 45. Given the negative effects of heavy metals (such as arsenic and
16 cadmium) on child development and adult health, the presence of these substances
17 in food is material to reasonable consumers, including Plaintiff and members of the
18 Class, as it relates to their purchasing decisions.

19 46. Defendant knows that the presence (or material risk) of Heavy Metals
20 in its Product is material to reasonable consumers, including Plaintiff and the Class
21 members.

22 47. At all times during the relevant period, Defendant knew or should have
23 known the Product included undisclosed levels of Heavy Metals and was not
24 sufficiently tested for the presence and material risk of Heavy Metals.

25 48. Defendant's Product included undisclosed levels of Heavy Metals due
26 to Defendant's failure to sufficiently monitor for their presence in the ingredients
27 and finished product. Defendant was or should have been aware of this risk.

1 49. Defendant knew or should have known that Heavy Metals pose health
 2 risks to consumers.

3 50. Defendant knew or should have known that it owed consumers a duty
 4 of care to prevent, or at the very least, minimize the presence of Heavy Metals in the
 5 Product to the extent reasonably possible.

6 51. Defendant knew or should have known that it owed consumers a duty
 7 of care to adequately test for Heavy Metals in the Product and the contributing
 8 ingredients.

9 52. Based, in part, on Defendant's own representation that it manufactured
 10 the Product using the highest standards, Defendant knew or should have known
 11 consumers reasonably expect that the Product does not contain (or have a material
 12 risk of containing) Heavy Metals.

13 53. The Food and Drug Administration ("FDA") and the World Health
 14 Organization ("WHO") have declared arsenic, cadmium, and lead "dangerous to
 15 human health."⁸

16 54. The FDA has acknowledged that "exposure to these [heavy metals] are
 17 likely to have the most significant impact on public health" and has prioritized them
 18 in connection with its Toxic Elements Working Group to look at reducing the risks
 19 associated with human consumption of heavy metals.⁹

20 55. Heavy Metals bioaccumulate in the body, meaning the body cannot
 21 excrete the toxins as quickly as they are absorbed and the risk they pose increases
 22 over time and can remain in one's body for years.¹⁰

23
 24 ⁸ *Staff Report: Baby Foods are Tainted with Dangerous Levels of Arsenic, Lead, Cadmium,*

25 and Mercury, U.S. House of Representatives Committee on Oversight and Reform,
 26 Subcommittee on Economic and Consumer Policy, Feb. 4, 2021 ("House Report") at 2, available
 at <https://oversightdemocrats.house.gov/sites/democrats.oversight.house.gov/files/2021-02-04%20ECP%20Baby%20Food%20Staff%20Report.pdf> (last accessed May 11, 2023).

27 ⁹ *Environmental Contaminants in Food*, U.S. Food & Drug Administration, available at
 28 <https://www.fda.gov/Food/FoodborneIllnessContaminants/Metals/default.htm> (last accessed May 11, 2023).

10 *Heavy Metals in Baby Food: What You Need to Know*, Consumer Reports, Aug. 16, 2018

56. Concerns over exposure to Heavy Metals, and the knowledge of such risks associated with exposure, are not a new phenomenon, and Defendant knew or should have known of the risks associated with the presence of Heavy Metals in foods it sells to consumers.¹¹

57. Despite the known risks of exposure to Heavy Metals, Defendant has recklessly and/or knowingly sold the Product without disclosing to consumers like Plaintiff and members of the Class that the Product contains (or has a material risk of containing) Heavy Metals.

B. Arsenic

58. The Product contains (or has a material risk of containing) arsenic, which can cause respiratory, gastrointestinal, hematological, hepatic, renal, skin, and neurological and immunological effects.¹² Exposure to arsenic can also cause diabetes, atherosclerosis, and cardiovascular disease.¹³

59. Inorganic arsenic is highly toxic and a known cause of human cancers.

60. “Studies have shown that consuming products with arsenic over time can lead to impaired brain development, growth problems, breathing problems, and a compromised immune system.”¹⁴

(updated Sept. 29, 2021), available at <https://www.consumerreports.org/food-safety/heavy-metals-in-baby-food/> (last accessed May 11, 2023).

¹¹ See e.g., *FDA Compliance Program Guidance Manual: Toxic Elements in Food and Foodware, and Radionuclides in Food – Import and Domestic*, available at <http://wayback.archive-it.org/7993/20170404233343/https://www.fda.gov/downloads/Food/ComplianceEnforcement/UCM073204.pdf> (last accessed May 11, 2023); see also 21 CFR 172, available at <https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?CFRPart=172&showFR=1> (last accessed May 11, 2023).

¹² House Report at 10.

¹³ J. Christopher States et al., *Prenatal Arsenic Exposure Alters Gene Expression in the Adult Liver to a Proinflammatory State Contributing to Accelerated Atherosclerosis*, PLOS ONE, June 15, 2012, available at <https://doi.org/10.1371/journal.pone.0038713> (last accessed May 11, 2023).

¹⁴ Letter to FDA Acting Commissioner Janet Woodcock, signed by Senators Klobuchar, Blumenthal, Leahy, Duckworth, and Booker, June 22, 2021, available at https://www.klobuchar.senate.gov/public/_cache/files/9/9/996f2cad-5295-432b-a543-f69312988a78/37D015A1AC9DDF0E31B341F629469169.6.22.2021-formatted-letter-to-fda-on-

1 61. Based on the risks associated with exposure to higher levels of arsenic,
 2 both the U.S. Environmental Protection Agency (“EPA”) and FDA have set limits
 3 concerning the allowable limit of arsenic at 10 parts per billion (“ppb”) for human
 4 consumption in apple juice (regulated by the FDA) and drinking water (regulated by
 5 the EPA) as a maximum contaminant level.

6 62. Moreover, the FDA has set the maximum allowable arsenic levels in
 7 bottled water at 10 ppb of inorganic arsenic.¹⁵ The FDA has issued an action level
 8 guidance for inorganic arsenic in infant rice cereals of 100 ppb.¹⁶

9 **C. Cadmium**

10 63. The Product contains (or have a material risk of containing) cadmium,
 11 which is considered a cancer-causing agent.¹⁷

12 64. “[A]ny cadmium exposure should be avoided.”¹⁸ Exposure to even low
 13 levels of cadmium over time may build up cadmium in the kidneys and cause kidney
 14 disease and bone loss.¹⁹

15 65. Cadmium exposure can affect the gastrointestinal system, as well as
 16 lead to hemorrhagic gastroenteritis, liver and kidney necrosis, cardiomyopathy, and
 17 metabolic acidosis.²⁰

18 19 baby-food-recall.pdf (last accessed May 11, 2023) (citing *Arsenic and Children*, Dartmouth
 Toxic Metals Superfund Research Program, 2021, available at
 20 https://sites.dartmouth.edu/arsenicandyou/arsenic-and-children/ (last accessed May 11, 2023)).

21 22 ¹⁵ Laura Riley, *New Report Finds Toxic Heavy Metals in Popular Baby Foods. FDA Failed*
to Warn Consumers of Risk, The Washington Post, Feb. 4, 2021, available at
 https://www.washingtonpost.com/business/2021/02/04/toxic-metals-baby-food/ (last accessed
 May 11, 2023).

23 24 ¹⁶ *Inorganic Arsenic in Rice Cereals for Infants: Action Level Guidance for Industry*, FDA,
 Aug. 2020, available at
 https://www.fda.gov/media/97234/download#:~:text=The%20action%20level%20for%20inorga
 nic,on%20sampling%20and%20testing%20results (last accessed May 11, 2023).

25 26 ¹⁷ *Cadmium Factsheet*, Centers for Disease Control and Prevention, available at
 https://www.cdc.gov/biomonitoring/cadmium_factsheet.html (last accessed May 11, 2023).

27 28 ¹⁸ M. Nathaniel Mead, *Cadmium Confusion: Do Consumers Need Protection?* Environmental
 Health Perspectives, Dec. 2010, available at
 https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3002210/ (last accessed May 11, 2023).

¹⁹ *Id.*

²⁰ *Cadmium Toxicity: What Health Effects are Associated with Acute High-Dose Cadmium*

1 66. Exposure to cadmium is also linked to cardiovascular disease and
 2 cancer.²¹

3 67. Scientists have reported a “tripling of risk for learning disabilities and
 4 special education among children with higher cadmium exposures, at exposure
 5 levels common among U.S. children.”²²

6 68. Cadmium, “displays a troubling ability to cause harm at low levels of
 7 exposure.”²³ The U.S. Department of Health and Human Services has determined
 8 that cadmium and cadmium compounds are known human carcinogens and the EPA
 9 has likewise determined that cadmium is a probable human carcinogen.²⁴

10 69. Compounding such concerns is the fact that cadmium has a prolonged
 11 half-life as it “sequester[s] in [human] tissue.”²⁵

12 **III. The Material Omissions Misled and Deceived Reasonable Consumers**

13 70. The Omissions wrongfully convey to consumers that Defendant’s
 14 Product is of a superior quality and has certain characteristics that it does not actually
 15 possess.

16 71. Defendant misleadingly causes consumers to believe its Product does
 17 not contain Heavy Metals due to the material Omissions, when in fact the Product

19 Exposure? Agency for Toxic Substances and Disease Registry, available at
 20 <https://www.atsdr.cdc.gov/csem/cadmium/Acute-Effects.html> (last accessed May 11, 2023).

21 ²¹ M. Nathaniel Mead, *Cadmium Confusion: Do Consumers Need Protection?* Environmental
 22 Health Perspectives, Dec. 2010, available at
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3002210/> (last accessed May 11, 2023).

23 ²² *Is Homemade Baby Food Better? A New Investigation: Tests Compare Toxic Heavy Metal*
 24 *Contamination in Homemade Versus Store-Bought Foods for Babies*, Healthy Babies Bright
 25 Futures, Aug. 2022, at 69 (“Healthy Babies Bright Futures Report”), available at
https://www.healthybabystudy.org/sites/healthybabystudy.org/files/2022-08/StoreVsHomemade_2022.pdf (last accessed May 11, 2023).

26 ²³ *Id.*

27 ²⁴ *Public Health Statement for Cadmium*, Agency for Toxic Substances and Disease Registry,
 28 available at <https://www.cdc.gov/TSP/PHS/PHS.aspx?phsid=46&toxicid=15> (last accessed May 11, 2023).

29 ²⁵ Stephen J. Genius et al., *Toxic Element Contamination of Natural Health Products and*
 30 *Pharmaceutical Preparations*, PLOS ONE, Nov. 21, 2012, available at
<https://doi.org/10.1371/journal.pone.0049676> (last accessed May 11, 2023).

1 contains or has a material risk of containing undisclosed levels of Heavy Metals,
2 which is material information to reasonable consumers and Plaintiff.

3 72. Defendant wrongfully failed to disclose to reasonable consumers
4 material information regarding the presence of (or material risk of) Heavy Metals in
5 the Product.

6 73. Due to the Omissions, reasonable consumers, like Plaintiff, would not
7 suspect the presence of Heavy Metals in the Product. Unlike Defendant, reasonable
8 consumers are not able to independently detect the presence of Heavy Metals in the
9 Product and are generally without the means to conduct their own scientific tests or
10 to review scientific testing conducted on the Product. Moreover, information
11 regarding the presence of Heavy Metals in the Product is in the exclusive possession
12 of Defendant and not available to consumers. Defendant chose to not disclose such
13 information to consumers and thus actively concealed the presence and risk of Heavy
14 Metals in the Product.

15 74. Reasonable consumers must and do rely on Defendant to honestly
16 report what its Product contains.

17 75. Based on the impression created by the failure to disclose the Heavy
18 Metals on the packaging, no reasonable consumer would expect, suspect, or
19 understand that the Product contained or had a material risk of containing Heavy
20 Metals.

21 76. Defendant knew or should have known the Product contained or had a
22 material risk of containing Heavy Metals.

23 77. Defendant had a duty to ensure the Product was not deceptively,
24 misleadingly, unfairly, and falsely marketed and that all material information was
25 properly and fully disclosed.

26 78. Defendant acted negligently, recklessly, unfairly, and/or intentionally
27 with its deceptive packaging based on the material Omissions.

79. Defendant knew that properly and sufficiently monitoring the Product for Heavy Metals in the ingredients and finished products was critical.

80. In addition, Defendant knew or should have known that a reasonable consumer would consume the Product, leading to repeated exposure to and accumulation of Heavy Metals.

81. Defendant knew or should have known it could control the levels of Heavy Metals in the Product by properly monitoring and testing for Heavy Metals at ingredient sourcing, manufacturing, and packaging stages, and effecting changes when needed.

82. The Omissions are material and reasonably likely to deceive reasonable consumers in their purchasing decisions, such as Plaintiff.

83. The Omissions make the Product's packaging deceptive based on the presence or risk of Heavy Metals in the Product. Reasonable consumers, like Plaintiff, would consider the presence or risk of Heavy Metals in the Product a material fact when considering which rice products to purchase.

84. Defendant knew, yet failed to disclose, that it was not sufficiently or adequately monitoring or testing the Product or ingredients used in the Product for Heavy Metals.

85. The Omissions were misleading due to Defendant's failure to sufficiently or adequately monitor or test for and disclose the presence (or material risk) of Heavy Metals in the Product.

86. Defendant knew or should have known that the Product contained or may have contained undisclosed levels of Heavy Metals that were not disclosed on the packaging.

87. Defendant knew or should have known that reasonable consumers expected Defendant to sufficiently monitor and test the Product and ingredients for Heavy Metals to ensure the quality of the Product.

1 88. Defendant knew or should have known that reasonable consumers paid
2 higher prices for the Product and expected Defendant to sufficiently test and monitor
3 the Product and ingredients for the presence of Heavy Metals.

4 89. The Omissions were intended to and did, in fact, cause consumers like
5 Plaintiff and the members of the Class to purchase a product they would not have if
6 the true quality and ingredients were disclosed or for which they would not have
7 paid a premium price.

8 90. As a result of Defendant's Omissions, Defendant was able to generate
9 substantial sales, which allowed Defendant to capitalize on, and reap enormous
10 profits from, Plaintiff and similarly situated consumers who paid the purchase price
11 or premium for the Product.

12 91. Plaintiff and other reasonable consumers would not have purchased the
13 Product or would have paid less for it but for Defendant's Omissions concerning the
14 presence (or material risk of the presence) of Heavy Metals in the Product.

15 **IV. Defendant's Omissions Violate California and Other Similar State Laws**

16 92. California law is designed to ensure that a company's claims about its
17 products are truthful and accurate.

18 93. Defendant has engaged in this long-term advertising campaign omitting
19 the fact that the Product contains (or has a material risk of containing) Heavy Metals.

20 **V. Plaintiff's Reliance Was Reasonable and Foreseeable by Defendant**

21 94. Plaintiff read and relied upon the packaging of the Product when
22 making his purchasing decision. Had he known Defendant omitted and failed to
23 disclose the presence of Heavy Metals on the Product's packaging, he would not
24 have purchased the Product.

25 95. Reasonable consumers, like Plaintiff, would consider the packaging of
26 a product when deciding whether to purchase it.

VI. Defendant's Knowledge and Notice of Its Breach of Implied Warranties

96. Defendant had sufficient notice of its breach of implied warranties. Defendant has, and had, exclusive knowledge of the physical and chemical make-up of the Product. Defendant also had exclusive knowledge of its suppliers, and whether any suppliers provided ingredients that contained Heavy Metals.

97. Defendant has not changed its packaging to include any disclaimer that the Product contains (or are at the risk of containing) Heavy Metals.

VII. Privity Exists with Plaintiff and the Proposed Class

98. Defendant knew that reasonable consumers such as Plaintiff and the proposed members of the Class would be the end purchasers of the Product and the targets of its advertising.

99. Defendant intended that the packaging and implied warranties would be considered by the end purchasers of the Product, including Plaintiff and the proposed members of the Class.

100. Defendant directly marketed to Plaintiff and the proposed Class through the Product's packaging.

101. Plaintiff and the proposed members of the Class are the intended beneficiaries of the implied warranties.

CLASS ACTION ALLEGATIONS

102. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of himself and all others similarly situated, as members of the following class against Defendant:

All persons who, during the fullest period allowed by law, purchased the Product for household use, and not for resale (the "Class").

All persons who, during the fullest period allowed by law, purchased the Product for household use, and not for resale in the State of California (the “California Subclass”).

103. Excluded from the Class and Subclass (collectively, "Class") are Defendant, any of Defendant's parent companies, subsidiaries and/or affiliates.

1 officers, directors, legal representatives, employees, or co-conspirators, all
2 governmental entities, and any judge, justice, or judicial officer presiding over this
3 matter.

4 104. This action is brought and may be properly maintained as a class action.
5 There is a well-defined community of interests in this litigation and the members of
6 the Class are easily ascertainable.

7 105. The members of the proposed Class are so numerous that individual
8 joinder of all members is impracticable, and the disposition of the claims of the
9 members of all Class in a single action will provide substantial benefits to the parties
10 and Court.

11 106. Questions of law and fact common to Plaintiff and the Class include,
12 but are not limited to, the following:

- 13 a. Whether Defendant owed a duty of care;
- 14 b. Whether Defendant owed a duty to disclose;
- 15 c. Whether Defendant knew or should have known that the Product
16 contained or may contain Heavy Metals;
- 17 d. Whether Defendant failed to disclose that the Product contained or
18 may contain Heavy Metals;
- 19 e. Whether the claims of Plaintiff and the Class serve a public benefit;
- 20 f. Whether Defendant's packaging is false, deceptive, and misleading
21 based on the Omissions;
- 22 g. Whether the Omissions are material to a reasonable consumer;
- 23 h. Whether the inclusion of Heavy Metals in the Product is material to
24 a reasonable consumer;
- 25 i. Whether the Omissions are likely to deceive a reasonable consumer;
- 26 j. Whether Defendant had knowledge that the Omissions were
27 material and false, deceptive, and misleading;
- 28 k. Whether Defendant breached its duty of care;

- 1 l. Whether Defendant breached its duty to disclose;
- 2 m. Whether Defendant violated the laws of the State of California;
- 3 n. Whether Defendant breached its implied warranties;
- 4 o. Whether Defendant engaged in unfair trade practices;
- 5 p. Whether Defendant engaged in false advertising;
- 6 q. Whether Plaintiff and members of the Class are entitled to actual,
- 7 statutory, treble, and punitive damages; and
- 8 r. Whether Plaintiff and members of the Class are entitled to
- 9 declaratory and injunctive relief.

107. Defendant engaged in a common course of conduct giving rise to the
11 legal rights sought to be enforced by Plaintiff individually and on behalf of the other
12 members of the Class. Identical statutory violations and business practices and
13 harms are involved. Individual questions, if any, are not prevalent in comparison to
14 the numerous common questions that dominate this action.

108. Plaintiff's claims are typical of those of the members of the Class in
11 that they are based on the same underlying facts, events, and circumstances relating
12 to Defendant's conduct.

109. Plaintiff will fairly and adequately represent and protect the interests of
11 the Class, have no interests incompatible with the interests of the Class, and have
12 retained counsel competent and experienced in class action, consumer protection,
13 and false advertising litigation.

110. Class treatment is superior to other options for resolution of the
12 controversy because the relief sought for each member of the Class is small such
13 that, absent representative litigation, it would not be feasible for members of the
14 Class to redress the wrongs done to them.

111. Questions of law and fact common to the Class predominate over any
12 questions affecting only individual members of the Class.

112. As a result of the foregoing, class treatment is appropriate.

COUNT I
Violations of The California Unfair Competition Law, California Business & Professions Code §§17200, *et seq.*, Against Defendant on Behalf of the Class, or Alternatively, the California Subclass

113. Plaintiff incorporates by reference the allegations contained in the
1 paragraphs above as if set forth fully herein.

114. Plaintiff brings this claim individually and on behalf of the Class
2 members against Defendant.

115. The Unfair Competition Law prohibits any “unlawful, unfair or
3 fraudulent business act or practice.” Cal. Bus. & Prof. Code §17200.

116. Plaintiff, the Class members, and Defendant are each a “person” under
4 California Business & Professions Code §17201.

Fraudulent

117. Defendant’s failure to disclose the presence (or material risk of
5 presence) of Heavy Metals in the Product is likely to deceive the public.

Unlawful

118. As alleged herein, Defendant’s failure to disclose the presence (or
6 material risk of presence) of Heavy Metals in the Product violates at least the
7 following laws:

- 18 • The CLRA, California Business & Professions Code §§1750, *et seq.*;
- 19 • The False Advertising Law, California Business & Professions Code
20 §§17500, *et seq.*, and
- 21 • The Sherman Food, Drug, and Cosmetic Law, California Health &
22 Safety Code §§109875, *et seq.*

Unfair

24 119. Defendant committed unfair practices by selling the Product without
25 adequate testing or screening for the Heavy Metals, which rendered the Product
26 adulterated and misbranded.

27 120. Defendant’s conduct with respect to the packaging and sale of the
28 Product is unfair because Defendant’s conduct was immoral, unethical,

1 unscrupulous, or substantially injurious to consumers, and the utility of Defendant's
2 conduct, if any, does not outweigh the gravity of the harm to its victims.

3 121. Defendant's conduct with respect to the packaging and sale of the
4 Product is also unfair because it violates public policy as declared by specific
5 constitutional, statutory, or regulatory provisions, including, but not limited to, the
6 False Advertising Law.

7 122. Defendant's conduct with respect to the packaging and sale of the
8 Product is also unfair because the consumer injury is substantial, not outweighed by
9 benefits to consumers or competition, and not one that consumers, themselves, can
10 reasonably avoid.

11 123. Defendant was obligated to disclose the presence of Heavy Metals in
12 the Product because:

- 13 a. Defendant had exclusive knowledge of the presence of Heavy Metals
14 in the Product that was not known or reasonably accessible to Plaintiff
15 and the Class; and
- 16 b. Defendant actively concealed the presence of Heavy Metals from
17 Plaintiff and the Class.

18 124. Plaintiff and the Class members relied upon the Product's packaging
19 provided to them by Defendant when making their purchasing decisions. Had
20 Plaintiff and the Class members known Defendant failed to disclose the presence of
21 Heavy Metals on the Product's packaging, they would not have purchased the
22 Product.

23 125. In accordance with California Business & Professions Code §17203,
24 Plaintiff seeks an order enjoining Defendant from continuing to conduct business
25 through fraudulent or unlawful acts and practices and to commence a corrective
26 advertising campaign.

27 126. Defendant's conduct is ongoing and continuing, such that prospective
28 injunctive relief is necessary, especially given Plaintiff's desire to purchase the

1 Product in the future if he can be assured that the Product is safe for consumption
2 and does not contain Heavy Metals.

3 127. On behalf of himself and the Class, Plaintiff also seeks an order for the
4 restitution of all monies from the sale of the Product, which was unjustly acquired
5 through acts of fraudulent, unfair, or unlawful competition.

COUNT II

COUNT II
Violation of California's False Advertising Law, California Business &
Professions Code §§17500, *et seq.*, Against Defendant on Behalf of the Class,
or Alternatively, the California Subclass

128. Plaintiff incorporates by reference the allegations contained in the paragraphs above as if set forth fully herein.

129. Plaintiff brings this claim individually and on behalf of the Class members against Defendant.

130. California's False Advertising Law prohibits any statement or omission in connection with the sale of goods "which is untrue or misleading." Cal. Bus. & Prof. Code §17500.

131. As set forth herein, Defendant's failure to disclose the presence (or risk of presence) of Heavy Metals in the Product is likely to deceive the public.

132. Defendant knew the Product contained undisclosed levels of Heavy Metals. Defendant had a duty to disclose the presence of Heavy Metals, and by omitting their presence, misled consumers.

133. Defendant knew, or reasonably should have known, that these Omissions were misleading to reasonable consumers.

134. Had Defendant disclosed the presence (or risk of presence) of Heavy Metals in the Product or made consumers aware of its failure to disclose, Plaintiff and members of the Class would not have purchased the Product.

135. Defendant's conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiff's desire to purchase the

1 Product in the future if they can be assured that the Product does not contain Heavy
2 Metals.

3 136. Plaintiff and the members of the Class are entitled to injunctive and
4 equitable relief, and restitution in the amount they spent on the Product.

COUNT III

Violations of California's Consumers Legal Remedies Act, California Civil Code §§1750, et seq., Against Defendant on Behalf of the Class, or Alternatively, the California Subclass

137. Plaintiff incorporates by reference the allegations contained in the paragraphs above as if set forth fully herein.

138. Plaintiff brings this claim individually and on behalf of the Class members against Defendant.

139. Plaintiff and each proposed Class member are “consumers,” as that term is defined in California Civil Code §1761(d).

140. The Product is a “good,” as that term is defined in California Civil Code §1761(a).

141. Plaintiff, the Class members, and Defendant are each a “person” as that term is defined in California Civil Code §1761(c).

142. Plaintiff and each of the Class member's purchases of the Product constitute "transactions" as that term is defined in California Civil Code §1761(c).

143. Defendant's conduct alleged herein violates at least the following provisions of California's Consumers Legal Remedies Act (the "CLRA"):

- a. California Civil Code §1770(a)(5), by failing to make any mention of Heavy Metals in the Product;
 - b. California Civil Code §1770(a)(7), by knowingly, recklessly, and/or intentionally representing that the Product was of a particular standard, quality, or grade, when they were of another; and

- c. California Civil Code §1770(a)(9), by knowingly, recklessly, and/or intentionally advertising the Product with intent not to sell it as advertised.

144. The Omissions were material as reasonable consumers such as Plaintiff and the members of the Class would deem the presence of Heavy Metals important in determining whether to purchase the Product.

145. Defendant was obligated to disclose the presence of Heavy Metals in the Product because:

- a. Defendant had exclusive knowledge of the presence of Heavy Metals in the Product, which was not known or reasonably accessible to Plaintiff and the members of the Class; and
 - b. Defendant actively concealed the presence of Heavy Metals from Plaintiff and the members of the Class.

146. As a direct and proximate result of these violations, Plaintiff and the Class members have been harmed, and such harm will continue unless and until Defendant is enjoined from using the misleading marketing described herein in any manner in connection with the advertising and sale of the Product.

147. On June 17, 2025, counsel for Plaintiff and the Class members sent written notice (*via* U.S. certified mail, return receipt requested) that its conduct is in violation of the CLRA. Defendant failed to provide appropriate relief for its violations of the CLRA §§1770(a)(5), (7), and (9) within thirty days of receipt of Plaintiff's notification. Therefore, Plaintiff now seeks damages and other monetary relief, including, but not limited to, statutory damages, punitive damages, attorney's fees and cost and any other relief that the Court deems proper.

COUNT IV
**Breach of Implied Warranty of Merchantability Against Defendant on Behalf
of the Class or, Alternatively, the State Subclass**

148. Plaintiff incorporates by reference the allegations contained in the paragraphs above as if set forth fully herein.

1 149. Plaintiff brings this claim individually and on behalf of the Class
2 members against Defendant.

3 150. Defendant is a merchant engaging in the sale of goods to Plaintiff and
4 the members of the Class.

5 151. There was a sale of goods from Defendant to Plaintiff and the members
6 of the Class.

7 152. As set forth herein, Defendant manufactured and sold the Product, and
8 prior to the time the Product was purchased by Plaintiff and the members of the
9 Class, impliedly warranted that the Product were of merchantable quality and fit for
10 their ordinary use (consumption by consumers).

11 153. Plaintiff relied on these implied warranties when he purchased the
12 Product.

13 154. The Product was not fit for its ordinary use (consumption by
14 consumers) as they include undisclosed levels of Heavy Metals that do not conform
15 to the packaging.

16 155. These promises became part of the basis of the bargain between
17 Defendant and Plaintiff and the members of the Class, and thus constituted implied
18 warranties.

19 156. Defendant breached its implied warranties by selling Product that
20 contain Heavy Metals.

21 157. Privity exists because Defendant manufactured and sold the Product
22 directly to Plaintiff and the members of the Class.

23 158. Defendant impliedly warranted to Plaintiff and the members of the
24 Class that the Product did not contain contaminants such as Heavy Metals by failing
25 to mention or disclose the presence of Heavy Metals.

26 159. As a direct and proximate result of Defendant's breach of its implied
27 warranties, Plaintiff and the members of the Class suffered actual damages as they

1 purchased the Product that was worth less than the price paid and that they would
2 not have purchased at all had they known of the presence of Heavy Metals.

3 160. Plaintiff, on behalf of himself and the members of the Class, seek actual
4 damages for Defendant's failure to deliver goods that conform to its implied
5 warranties and resulting breach.

COUNT V
**Unjust Enrichment Against Defendant on Behalf of the Class or,
Alternatively, the State Subclass**

8 161. Plaintiff incorporates by reference the allegations contained in the
9 paragraphs above as if set forth fully herein.

10 162. Plaintiff brings this claim individually and on behalf of the Class
11 members against Defendant.

12 163. Substantial benefits have been conferred on Defendant by Plaintiff and
13 the members of the Class through the purchase of the Product. Defendant knowingly
14 and willingly accepted and enjoyed these benefits.

15 164. Defendant either knew or should have known that the payments
16 rendered by Plaintiff were given and received with the expectation that the Product
17 would not contain Heavy Metals. As such, it would be inequitable for Defendant to
18 retain the benefit of the payments under these circumstances.

19 165. Defendant was obligated to disclose the presence of Heavy Metals in
20 the Product because:

- 21 a. Defendant had exclusive knowledge of the presence of Heavy Metals
22 in the Product that were not known or reasonably accessible to Plaintiff
23 and the members of the Class; and
24 b. Defendant actively concealed the presence of Heavy Metals from
25 Plaintiff and the members of the Class.

26 166. Defendant's acceptance and retention of the benefits of the payments
27 from Plaintiff and the members of the Class under the circumstances alleged herein

1 make it inequitable for Defendant to retain the benefits without payment of the value
2 to Plaintiff and the members of the Class.

3 167. Plaintiff and the members of the Class are entitled to recover from
4 Defendant all amounts wrongfully collected and improperly retained by Defendant,
5 plus interest thereon.

6 168. Plaintiff and the members of the Class seek actual damages, injunctive
7 and declaratory relief, attorneys' fees, costs, and any other just and proper relief
8 available under the laws.

PRAYER FOR RELIEF

10 | **WHEREFORE**, Plaintiff, on behalf of himself and all others similarly
11 | situated, pray for judgment against Defendant as to each and every count, including:

- (a) An order declaring this action to be a proper class action, appointing Plaintiff and his counsel to represent the Class, and requiring Defendant to bear the costs of class notice;
 - (b) An order enjoining Defendant from selling the Product until the Heavy Metals are removed or full disclosure of the presence of same appears on all packaging;
 - (c) An order requiring Defendant to engage in a corrective advertising campaign and engage in any further necessary affirmative injunctive relief, such as recalling existing Product;
 - (d) An order awarding declaratory relief, and any further retrospective or prospective injunctive relief permitted by law or equity, including enjoining Defendant from continuing the unlawful practices alleged herein, and injunctive relief to remedy Defendant's past conduct;
 - (e) An order requiring Defendant to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or practice, untrue or

1 misleading advertising, or a violation of law, plus pre- and post-
2 judgment interest thereon;

- 3 (f) An order requiring Defendant to disgorge or return all moneys,
4 revenues, and profits obtained by means of any wrongful or unlawful
5 act or practice;
- 6 (g) An order requiring Defendant to pay all actual and statutory damages
7 permitted under the counts alleged herein, in an amount to be
8 determined by this Court, but at least \$5,000,000;
- 9 (h) An order requiring Defendant to pay punitive damages on any count so
10 allowable;
- 11 (i) An order awarding attorneys' fees and costs to Plaintiff and the Class;
12 and
- 13 (j) An order providing for all other such equitable relief as may be just and
14 proper.

15 **JURY DEMAND**

16 Plaintiff requests a trial by jury of all claims so triable.

17 Dated: August 21, 2025

18 /s/ Trenton Kashima
Trenton Kashima (CA SBN No. 291405)
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